

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS**

IN RE: ) Chapter 13  
 )  
JOSEPH RISSI ) Case No. 17-08052  
 )  
Debtor(s). ) Judge Goldgar

**NOTICE OF MOTION**

*To the following persons or entities who have been served via electronic mail:*

U.S. Bankruptcy Trustee: [USTPRegion11.ES.ECF@usdoj.gov](mailto:USTPRegion11.ES.ECF@usdoj.gov)

Glenn Stearns, Chapter 13 Trustee: [mcguckin\\_@lisle13.com](mailto:mcguckin_@lisle13.com)

*To the following persons or entities who have been served via U.S. Mail:*

See attached list.

Please take notice that I shall appear before the following named Bankruptcy Judge, or any other Judge presiding in her stead at 1792 Nicole Lane, Round Lake Beach, Illinois, 60073, and present the attached **Motion to Incur Debt and Shorten Notice** at which time and place you may appear.

JUDGE: Goldgar  
DATE: May 4, 2018  
TIME: 9:30 AM

**PROOF OF SERVICE**

A copy of this Notice of Motion and attachments were deposited at the United States Post Office, Wheeling, Illinois, 60090, with sufficient postage prepaid, on or before April 30, 2018, or served electronically by the bankruptcy court, under oath and under all penalties of perjury.

/s/ Dustin B. Allen

Dustin B. Allen, A.R.D.C. #6312451

Attorney for the Debtor(s)  
DAVID M. SIEGEL & ASSOCIATES  
790 Chaddick Drive  
Wheeling, IL 60090  
847/520-8100

**Service List**

The following entities were served by first-class U.S. mail, postage pre-paid:

Joseph Rissi  
3310 Berwyn Ave., Apt. 222D  
North Chicago, IL 60064

Armed Forces Loans Of Nevada  
6161 S. Rainbow Blvd, Ste 100  
Las Vegas, NV 89118

Capital One Auto Finance,  
P.O. Box 165028  
Irving, TX 75016

NAVY FEDERAL CREDIT UNION  
PO BOX 3000  
MERRIFIELD, VA 22119

Port Alliance Federal Credit Union  
c/o Steven L Brown  
200 Bendix Road, Suite 300  
Virginia Beach, VA 23452

Quantum3 Group LLC as agent for  
MidCountry Bank  
PO Box 788  
Kirkland, WA 98083-0788

Capital One, N.A.  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern PA 19355-0701

Wells Fargo Bank, N.A.  
Wells Fargo Education Financial Services  
PO Box 10438, Mac F8235-02F  
Des Moines, IA 50306-0438

Premier Bankcard, LLC  
Jefferson Capital Systems LLC; Assignee  
PO Box 7999  
Saint Cloud MN 56302-9617

U. S. Department of Education  
c/o FedLoan Servicing  
P. O. Box 69184  
Harrisburg, PA 17106-9184

City of Virginia Beach  
2401 Courthouse Drive, Bldg. 1  
Virginia Beach VA, 23456

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IN RE:	)	Chapter 13
	)	
JOSEPH RISSI	)	Case No. 17-08052
	)	
Debtor(s).	)	Judge Goldgar

**MOTION TO INCUR DEBT AND TO SHORTEN NOTICE**

NOW COMES, the Debtor, JOSEPH RISSI, by and through their attorneys, DAVID M. SIEGEL AND ASSOCIATES, to present this Motion, and in support thereof states as follows:

- 1) Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
- 2) On March 25, 2017, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC. Glenn Stearns was appointed Trustee in this case.
- 3) The Debtors' Chapter 13 plan provides for payments of \$1,396.00 per month. General, unsecured creditors will receive at least 34% of their allowed claims.
- 4) The Debtor's vehicle, a 2016 Chevrolet Malibu, requires maintenance beyond what the Debtor is able to pay out of pocket, in the amount of approximately \$2,000.00. See Exhibits A, B (repair estimates).
- 5) The Debtor, through the American Armed Forces Mutual Aid Association, is eligible for a small loan to cover this expense at only 1.5% interest. The amount financed would be \$3,914.20, at 1.5% interest, with monthly payments of \$85.80. See Exhibit C (promissory note).
- 6) Because the amount of the loan is fixed, the Debtor proposes to pay the amount of the loan back to the lender, to the extent that it exceeds the actual repair costs. There are no prepayment penalties.
- 7) The Debtor proposes to pay for this monthly payment by reducing his transportation costs, since the repairs typically paid over time will be completed all at once.

8) The Debtors bring this motion in good faith with the intention of completing their plan.

The proper maintenance of his vehicle is necessary to maintain his employment.

9) The Debtors request that this motion be heard on shortened notice. Immediate and irreparable harm could occur if the Debtor is unable to get to work and continue to fund the Plan, or if he must pay the full costs of repairs out of pocket. In addition, the next hearing date after May 4, 2018, is three weeks later, on May 25, 2018.

WHEREFORE, the Debtor, WENDY MORRIS, prays that this Honorable Court grant the Motion to Incur Debt and to Shorten Notice, and for any further relief deemed proper.

Respectfully Submitted,

/s/ Dustin B. Allen

Dustin B. Allen, A.R.D.C. #6312451

Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES  
790 Chaddick Drive  
Wheeling, IL 60090  
847/ 520-8100



**RON BAKER CHEVROLET**

2301 NATIONAL CITY BLVD  
NATIONAL CITY, CA 91950  
Phone: (619) 477-2163 / Fax: (619) 474-2837  
Web: WWW.ROBBAKER.COM  
Contact: ADVISER  
Email: DON@ROBBAKER.COM

March 24, 2018

GM Part #	Description	Qty	Retail	Extended
88875402	P215/60R16 94S CON CONTI PRO CONTACT	4	\$131.31	\$525.24
TIRE DISPOSAL	TIRES DISPOSAL	4	\$2.00	\$8.00
VALVE STEM	VALVE	4	\$2.00	\$8.00
MOUNT BALANCE	COMPUTORIZED MOUNT BALANCE (INCLUDED)	4	\$15.00	\$60.00
Tire Rotation	Tire Rotation For The Life Of The Tire	4	\$0.00	\$0.00

PRICE MATCH GUARANTEE

Sub Total:	\$601.24
Parts Tax:	\$47.36
<b>Total:</b>	<b>\$648.60</b>

**Continental  
ContiProContact**

Continental ContiProContact tires are performance touring all season tires available for many imported and domestic vehicles. Phenomenal wet-braking capacity and year-round traction give this all condition tire outstanding handling and control. Continental ContiProContact tires feature enhanced steering response, wet traction, and resistance to hydroplaning. The tire incorporates technology for high-speed stabilization and active edge-to-edge control.



**Features**

- Alternating convex and concave sipe design
- Special shoulder groove geometry
- Interlocking tread sipes
- Innovative, all-season tread design

**Benefits**

- Promotes multidirectional grip and low noise
- Fosters secure cornering and standout performance in wet conditions
- Deliver improved steering precision and dry performance
- A confident, controlled driving experience

Exhibit

A

<b>REPAIR ESTIMATE</b>			PREPARED BY <b>AARON YOUNGCLAUS</b> DATE: _____	
NAME <b>JOESPH RISSI</b>			YEAR _____ VIN# _____	
ADDRESS <b>556 MOSS ST APT F</b>			MAKE _____	
CITY <b>CHULA VISTA</b> STATE <b>CA</b> ZIP <b>91911</b>			MILEAGE _____ DELIVERY DATE _____	
HOME _____ WORK _____			EMAIL _____	
CELL <b>614-446-0355</b> FAX _____				
INSURANCE CO. _____ ADJUSTER _____ CLAIM _____				
ADDRESS _____ PHONE _____ FAX _____				

LINE NO	Repair	Replace	DETAILS OF REPAIR DESCRIPTION	MECH.	PARTS	LABOR
1		X		####		
2		X				
3		X				
4		X				
5		X	FRONT BRAKE SERVICE		149.95	200.00
6		X	REAR BRAKE SERVICE		149.95	200.00
7		X	215/60R16-CONTINENTAL PRO CONTACT 80K		541.24	60.00
8		X				
9		X				
10		X				
11		X				
12		X				
13		X				
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
OLD PARTS WILL BE DISCARDED UNLESS OTHERWISE INSTRUCTED				TOTALS	841.14	460.00


OCCASIONALLY, AFTER REPAIRS HAVE BEEN STARTED, ADDITIONAL DAMAGED OR WORN PARTS ARE DISCOVERED WHICH WERE NOT EVIDENT ON FIRST INSPECTION. THIS DAMAGE REPORT DOES NOT COVER OR INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED. ALL PARTS PRICES ARE SUBJECT TO INVOICE.

I Hereby authorize the above work and acknowledge receipt of copy.

Signed X \_\_\_\_\_ Date \_\_\_\_\_

LABOR	460.00
PARTS	841.14
TAX	35.00
MISC.	
TOTAL	1336.14

**RON BAKER**



**CHEVROLET**

2301 National City Blvd. \* National City, CA 91950

FAX: (619) 474-2837 PHONE: (619) 477-2163

Exhibit

B

**PROMISSORY NOTE  
AMERICAN ARMED FORCES MUTUAL AID ASSOCIATION  
CAREER ASSISTANCE PROGRAM**

Simple Interest Promissory Note Fort Myer, Arlington County, Virginia; Date: 26 JAN, 20 18

FOR VALUE RECEIVED, being a loan of money for career assistance purposes, the undersigned "Borrower" promises to pay to the order of AMERICAN ARMED FORCES MUTUAL AID ASSOCIATION, a non-profit association (the "Association"), the principal sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), plus any "Late Charge" calculated in the manner disclosed below, together with interest on unpaid principal at the "ANNUAL PERCENT-AGE RATE" of ONE AND ONE-HALF PERCENT (1.50%) until paid. Principal and Interest shall be payable in Forty-Eight (48) monthly installments of Eighty-Five and 80/100 Dollars (\$85.80) each, the first one due on the date of funding the principal amount of this Promissory Note and each subsequent installment due on the first day of the next month until the entire unpaid principal balance plus all interest accrued thereon and any "Late Charge(s)" are paid in full. Borrower agrees to repay the loan of money, together with interest, in accordance with the "PAYMENT SCHEDULE" hereinafter provided.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	Late Charge. If any payment is received 15 days or more after the due date, you may be charged 5% of the amount of the installment payment past due. Prepayment: If you pay off early, you will not have to pay a penalty.
The cost of your credit as a yearly rate.  1.50%	The dollar amount the credit will cost you.  \$118.26	The amount of credit provided to you or on your behalf.  \$3,914.20	The amount you will have paid after you have made all payments as scheduled.  \$4,118.26	

PAYMENT SCHEDULE

Number of Payments	Amount of Payments	When Payments are Due
Forty Eight (48)	\$85.80	First Day of Every Month

You should see your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment rights.

Itemization of the Amount Financed of \$3,914.20

Amount paid to others on your behalf

\$ 3,914.20 Amount given to you directly after receipt of first monthly installment  
\$ 0.00 Prepaid Finance Charge  
\$ 0.00 Amount paid on your Account

\$0.00 To Others

As further consideration for the loan of money, the undersigned Borrower covenants and agrees to advise the Association in writing promptly, but no later than 30 days after, the happening of any one of the following events: (a) separation from military service; (b) inability to make the payments due on this Promissory Note by payroll allotment for any reason; (c) change of name; or (d) change of address. If the Borrower herein named fails to maintain a life insurance policy with the Association in the minimum amount necessary to qualify for the Association's Career Assistance Program Loan, or fails to pay any installment in accordance with the PAYMENT SCHEDULE of this Promissory Note or any Late Charge within thirty (30) days after the sending of written notice of such payment default to Borrower, or fails to report any event of the type herein above mentioned; or if a petition in bankruptcy or other insolvency proceeding is instituted by or against the Borrower, the maturity date of the Promissory Note, at the option of the holder hereof, may be accelerated and this Promissory Note, including principal, interest and Late Charges due, if any, shall become immediately due and payable. In addition, Borrower agrees to pay all costs of collecting any amounts due hereunder including such reasonable attorneys' fees as may be allowed by law.

The undersigned Borrower hereby waives demand and any and all other notices whatsoever, and agree to remain bound until the principal and interest and Late Charges, if any, are paid in full, notwithstanding any inaction or failure to assert any legal right available to the holder of this Promissory Note. The law of Virginia shall govern all aspects of this Promissory Note.

Borrower's Address:

556 MOSS STREET #F, CHULA VISTA, CA 91911 X

Borrower's Signature  
Print Name: RISSI, JOSEPH S

26 JAN 2018  
Date

Exhibit

C